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**PROPMAN AND FORMSCAN LICENSING AGREEMENT  
AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is entered into as of the 5th day of October, 2005, by and between ASSESSMENT SOFTWARE SOLUTIONS, INC. ("AS2"), whose principal place of business is 9670 Coyote Court, Noblesville, IN 46060, and CLINTON COUNTY, INDIANA, BY AND THROUGH ITS BOARD OF COMMISSIONERS (the "County"), Clinton County, Indiana.

**Recitals:**

WHEREAS, AS2 operates an assessment software and consulting firm based in Indiana and possesses certain skills and expertise related to the electronic reporting requirements for county assessors; and

WHEREAS, the Clinton County Assessor has advised the Board of Commissioners that the Assessor's office is in need of certain software to meet state reporting requirements;

NOW THEREFORE, in consideration of the terms and conditions set forth in this Agreement the sufficiency of which consideration is hereby acknowledged, the parties agree as follows:

**1. Independent Contractor.**

The relationship of the AS2 to the County in providing the goods and services under this Agreement is that of an independent contractor, and no principal-agent or employee relationship is created by this Agreement. The County acknowledges and agrees that AS2 may engage directly or indirectly in other business activities and ventures not otherwise proscribed herein.

**2. License of Software.**

AS2 hereby grants to the County and the County hereby accepts a nontransferable and nonexclusive right and license to use PropMan and FormScan, a personal property and mobile home database and management system and a sales disclosure management system, developed and owned by AS2 ("PropMan and FormScan"). Title to PropMan and FormScan shall at all times remain with the AS2 and County shall have no right, title or interest therein, except as set forth in this Paragraph. The County understands and agrees this grant of license is subject to the payment provisions set forth in paragraphs 10, 11, and 12 below.

**3. Limitations of Use/Confidentiality.**

The County understands and agrees that all rights, title, and interest in and to PropMan and FormScan constitutes confidential and proprietary information of AS2. The County further understands and agrees that PropMan and FormScan shall be used solely and exclusively by the County, and the County shall not: (a) translate, decompile, reverse, engineer, disassemble, modify, reproduce, rent, lease, or lend PropMan and FormScan or any part thereof; (b) permit any third party to use PropMan and FormScan or permit access thereto except by its employees who need such access to carry out their duties in the ordinary and normal course of the County's business; (c) allow access to PropMan and FormScan through terminals other than those of the County without the express written consent of AS2. AS2 shall maintain confidentiality of all County records, data, information, correspondence of any type. All information related to the services provided under this Agreement shall be provided to the County only unless otherwise directed by the County or directed by a court of law.

The County may not duplicate PropMan and FormScan except to make one copy of PropMan and FormScan solely for backup purposes. The County shall not remove any copyright, trademark, proprietary legends, or legal or warning notices included on or embedded on PropMan and FormScan. Further, the backup copy of PropMan and FormScan shall be subject to all of the terms and conditions of this Agreement.

#### **4. Warranty of Ownership.**

AS2 hereby represents and warrants that it is the owner of PropMan and FormScan; that it possesses full proprietary intellectual property rights, including the right to grant a license; and that no other person or business entity has any right or claim to the ownership of PropMan and FormScan.

#### **5. Warranty of Software.**

PropMan and FormScan is warranted, for a period of one year, to conform to the design specifications of digital data reporting of the State of Indiana. AS2 shall provide an export file of all data required by the State of Indiana Department of Local Government and Finance (DLGF) in the format required by the DLGF. If PropMan and FormScan fails to conform to the applicable design specifications, AS2 correct any defect in a timely manner. For purposes of this provision, non-conformance to design specification and the term "defect" shall mean only significant (deviations from the design specifications. In the event AS2 does not correct any such defect after it has had reasonable opportunity to do so, County shall have all remedies available to County under equity or law, and shall in addition, be entitled to recover reasonable attorney fees incurred in the enforcement of this Agreement. AS2 represents and warrants that PropMan and FormScan will be suitable for the particular purposes of the County, and that PropMan and FormScan will perform the functions required by the Clinton County Assessor for which PropMan and FormScan has been purchased.)

#### **6. Intellectual Property Indemnity.**

Both the County and AS2 agrees to indemnify, defend, and hold harmless the other from and against any and all costs, expenses, and liability, including, but not limited to, reasonable attorney fees, which it may incur in the event of a breach by the other party of its obligations hereunder. Despite this provision, County acknowledges and agrees the AS2's liability under this Agreement is strictly limited to: a) the portion of work or service NOT done by AS2 under the Agreement; and (b) the portion of work or service not performed in substantial compliance with the terms of this Agreement.

#### **7. Installation of Software Updates.**

As a part of its obligations under this Agreement, AS2 shall undertake the workflow design, setup, installation, network configuration of PropMan and FormScan on the computer system of the Clinton County Assessor's Offices. AS2 shall also provide to the County all software updates for a period of One (1) year following the date of installation of PropMan and FormScan on the County Assessor's computer system.

#### **8. Training/Technical Support.**

AS2 shall also provide to the County a minimum of two (2) training sessions per office, including the County Assessor's office, for three (3) hours per session. For a period of One (1) year following installation, AS2 shall also provide technical support to the County Assessor's office and Township Assessor's offices and any maintenance that may be required. In performing its duties under this Agreement, AS2 agrees to work closely with the Clinton County Assessor's office to insure that the County meets all statutory deadlines AS2 also agrees to work in conjunction with the Clinton County Assessor's office and other services providers, including but not limited to those associated with reassessment activities and mass appraisal providers, to integrate and transfer information so as to provide information to the County in a uniform format.

AS2 software shall provide the functionality to create an export file in a standardized format, which may be used to update\merge values within the county tax administration system. The export file shall be formatted within the AS2 system in the following manner:

#### **9. Time and Performance.**

AS2 shall perform all delivery and installation services provided under this Agreement within thirty (30) days of execution of this Agreement.

#### **10. Purchase Price.**

AS2 hereby sells its license and first-year training and technical support services for PropMan and FormScan to the County for the sum of:

- To the County Assessor Office for the sum of Seven Thousand dollars (\$7,000.00).

**\*\* If County wishes, additional offices may be installed at a fee of \$4,999 per office.**

#### **11. Annual Service and Maintenance Agreement.**

AS2 agrees that in the event the County seeks to extend the maintenance services provided under this Agreement for an additional year following installation of the software, the County may purchase such service for the sum of:

- PropMan and FormScan: Three Thousand One Hundred and Fifty dollars (\$3,150.00) per calendar year, commencing January 1, 2007. The charge for the service from October 1, 2006, to December 31, 2006, shall be Seven Hundred Eighty Seven Dollars and Fifty Cents (\$787.50).

The scope of services shall include on-going technical support services, and free software updates, for all state mandated changes to the forms and to the data. This service and maintenance agreement may be terminated by either party giving notice of 60 days prior to December 31 of current calendar year.

It is the responsibility of the County to ensure that all computers using the AS2 software are kept free and clean of viruses that cause interference or damage to the AS2 software.

#### **12. Additional On-site Support Services.**

AS2 agrees to provide technical support outside the scope of this Agreement that the County Assessor's office may require at the rate of Ninety-five Dollars (\$95.00) per hour. AS2 shall not invoice the county for any additional on-site support services unless agreed upon in writing by both parties.

#### **13. Payment.**

Services shall be invoiced as provided, except for maintenance and support services which shall be invoiced annually, in advance, commencing on the first of the month next following installation. Unless County notifies AS2 that it rejects PropMan and FormScan as non conforming, PropMan and FormScan shall be deemed to be accepted by County sixty (60) days after installation. County agrees to pay AS2 within thirty (30) days following advertisement of claims, and any approvals required by the State of Indiana pursuant to state law.

#### **14. Remedies.**

The parties agree that the nature of this Agreement is such that monetary damages may afford an insufficient remedy for the nonbreaching party. In the event either party fails to comply with the terms of this Agreement, the nonbreaching party may pursue all legal and equitable remedies, including specific performance and injunctive relief, and may, in addition, recover reasonable attorney fees incurred in the enforcement of the terms of this Agreement.

#### **15. Entire Agreement.**

This Agreement constitutes the complete and entire Agreement between the parties with respect to the subject matter hereof and supercedes all previous proposals, oral or written, express or implied, and all negotiations, conversations or discussions heretofore had between the parties related to the subject matter of this Agreement.

#### **16. Governing Law/Jurisdiction.**

shall remain responsible for contract performance, and with the compliance of the terms and conditions of this Agreement and the requirements of federal and state equal opportunity and affirmative action statutes, rules and regulations.

**27. Force Majeure.**

Neither party shall be liable for delays or performance failures resulting from and caused by acts beyond the party's control. Such acts shall include acts of God, acts of war, epidemics, communication line failures, power failures, earthquakes, and any other similar disasters. In every case the delays must be beyond the control and without the fault or negligence of the non-performing party.

**28. Authority to Execute.**

The signatories to this Agreement herein represent and warrant that each of them is duly authorized and empowered to execute this Agreement for and on behalf of the principals they respectively represent.

SIGNED this 11 day of Sept, 2006.

**BOARD OF COMMISSIONERS OF CLINTON COUNTY, INDIANA**

By: Walter C. Williams

By: William J. Beard

By: Bernard K. Newhart

**ASSESSMENT SOFTWARE SOLUTIONS, INC.**

By: Phillip Folkerts

Phillip Folkerts, President